

RECORDATION NO. 7559-^F
FEB 21 1975 1 00 PM
AMERICAN FLETCHER LEASING CORPORATION

LEASE SUPPLEMENT dated as of March 1, 1975, between American Fletcher Leasing Corporation (hereinafter called the Lessor) and Burlington Northern Inc. (hereinafter called the Lessee).

WHEREAS the Lessor has heretofore leased certain Units of railroad equipment (hereinafter called the Units) to the Lessee, pursuant to a Lease of Railroad Equipment (hereinafter called the Lease), dated as of June 15, 1974, between the Lessor and the Lessee;

WHEREAS the Lease was filed and recorded on July 3, 1974, with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, and was assigned Recordation No. 7559-B;

WHEREAS it was provided in the Lease that upon the determination of the Long Term Debt Rate (referred to in Section 2 of the Lease) that the Lease would be supplemented in order to make the financial terms thereof consistent with the Long Term Debt Rate;

WHEREAS the Long Term Debt Rate has been determined to be 9-3/8%;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereafter

mentioned, the Lessor and the Lessee hereby agree as follows:

1. Section 2 of the Lease is hereby amended by:

(a) deleting the last two sentences of the first paragraph thereof and the table at the foot thereof and the second paragraph thereof and by inserting in lieu thereof:

"The 30 semiannual rental payments, beginning December 1, 1975, shall each be in an amount equal to 5.224% of the Purchase Price of all of the Units then subject to this Lease."

(b) by amending the third clause of the fourth paragraph thereof to read as follows:

"(iii) on March 3, 1975, and on June 2, 1975, an amount equal to the interest payable by the Lessor to the Vendor on each such date on the Conditional Sale Indebtedness."

2. Section 6 of the Lease is hereby amended by deleting the table at the end of the second paragraph thereof and by deleting the third and fourth paragraphs thereof and by inserting in lieu thereof, the following table:

"Semiannual Rental Payment Date No.	Percentage of Purchase Price	Semiannual Rental Payment Date No.	Percentage of Purchase Price
1	105.6%	16	78.0%
2	104.2	17	76.1
3	103.4	18	73.9
4	103.0	19	71.8
5	102.3	20	68.6
6	101.5	21	64.8
7	99.4	22	60.8
8	96.3	23	56.3
9	95.0	24	51.5
10	93.9	25	45.9
11	93.0	26	39.9
12	88.9	27	34.0
13	87.6	28	29.5
14	86.4	29	24.9
15	82.8	30	20.1
		Thereafter	15.0

3. Section 17 of the Lease is hereby amended by inserting between the word "on" and the date "June 2, 1975" in the tenth line thereof the words "or before".

4. This Lease Supplement shall not take effect unless on or before March 3, 1975, certain Investors, pursuant to a Supplemental Finance Agreement, dated as of the date hereof, among the Lessor, the Lessee, American National Bank and Trust Company of Chicago (the "Assignee") and the Investors, shall have paid to the Assignee the sum of \$3,754,086 for the purpose of acquiring the interest of The Chase Manhattan Bank, N.A. (the "Interim Investor") under a Finance Agreement dated as of June 15, 1974, among the Lessor, the Lessee, the Assignee and the Interim Investor.

5. Except as amended hereby the Lease remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in the respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested,

all as of the date first above written.

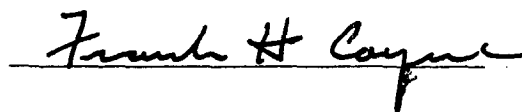
AMERICAN FLETCHER LEASING
CORPORATION,

by



BURLINGTON NORTHERN INC.,

by



[Corporate Seal]

Attest:


Assistant Secretary

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 25 day of February, 1975, before me personally appeared John R. Templeman, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN FLETCHER LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rosetta L. Di Dio
Notary Public

My Commission Expires **MY COMMISSION EXPIRES JULY 18, 1978**
[Notarial Seal]

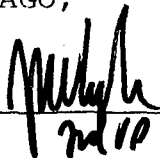
CONSENT OF ASSIGNEE

American National Bank and Trust Company of Chicago,
as Assignee (the "Assignee") of certain of the rights of
American Fletcher Leasing Corporation (the "Company") under
a Lease of Railroad Equipment dated as of June 15, 1974,
hereby consents to the foregoing Lease Supplement; provided,
however, it is understood that the Lease Supplement shall
not take effect unless the Assignee shall have received by
March 3, 1975, the sum of \$3,754,086, paid by certain
Investors under a Supplemental Finance Agreement dated as
of March 1, 1975, among the Assignee, the Company, Burlington
Northern Inc. and the Investors.

IN WITNESS WHEREOF, the Assignee has caused this
Consent to be executed by a duly authorized officer, this
day of February, 1975.

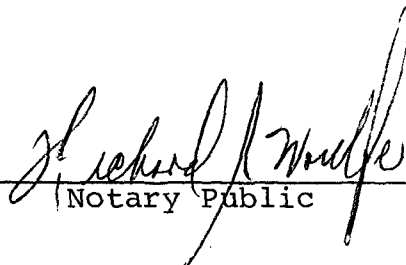
AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,

by



STATE OF MINNESOTA)
 : ss.:
COUNTY OF RAMSEY)

On this 25th day of February, 1975, before me personally appeared FRANK H. COYNE, to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My Commission Expires

